

REMARKS

These remarks are in response to the Office Action dated December 2, 2003, which has a shortened statutory period for response set to expire March 2, 2004. No extension of time is required.

Specification

The specification is amended to correct a minor clerical error. In particular, cover 302 was inadvertently labeled as cover 310. No new matter is entered.

Claims

Claims 1-34 are pending in the above-identified application. Claims 1-3, 8, 11, 13-18, 21-23, and 29-34 are rejected over prior art. Claims 24-28 are withdrawn pursuant to a previous restriction requirement. Claim 34 is amended and Claims 35-39 are added. Claims 1-23, and 29-33 remain as filed, previously amended, or previously presented. Reconsideration is requested.

Rejections Under 35 U.S.C. § 112

Claims 14, 29-32, and 34 are rejected under 35 U.S.C. § 112, second paragraph.

Claim 14:

The Examiner writes: "In Claim 14, lines 5-6, the phrase "said opening" does not have proper antecedent basis."

Applicant respectfully traverses.

Claim 14 depends indirectly from Claim 1. Antecedent basis for "said opening" is provided in the preamble of Claim 1, which recites (in part) "an opening in a computer housing." Therefore, Applicant respectfully requests reconsideration and withdrawal of the rejection under 35 U.S.C. §112 of Claim 14.

Claims 29-32:

The Examiner writes:

Claim 29 is deemed indefinite since the limitation "means for elastically mounting said cover to said bracket" is expressed in means-plus-function language [invoking 35 U.S.C. §112, ¶ 6] as

argued by applicant, and therefore “shall be construed to cover corresponding structure...described in the specification”; as such, a review of the description revealed that the corresponding structure, materials or acts [e.g., “cover 302 mounts elastically to bracket 304” pg. 6, lines 9-10] was unclear as to what actually constitutes a “means for elastically mounting” and therefore does not satisfy the definiteness requirement of 35 U.S.C. §112, ¶ 2 since the corresponding structure, material or acts is not clearly defined in the specification. Consequently, the remaining claims are rendered indefinite because they are dependent upon a rejected claim.

Applicant respectfully traverses.

Applicant believes that the limitation “means for elastically mounting said cover to said bracket” is clear and definite when read in light of the specification and drawings. For example, the description at page 6, lines 9-11 recites:

Cover 302 mounts elastically to bracket 304. A biasing member 310 of bracket 304 biases cover 302 toward bracket 304, but allows cover 302 to move slightly away from bracket 304 responsive to an external force.

Additionally, the specification at page 8, lines 5-7 recites:

Posts 402 are long enough so that posts 402 will not disengage apertures 312 as biasing member 310 allows forward travel of cover 302 with respect to bracket 304.

Therefore, in the embodiment of the present invention described in FIGs. 3 and 4, biasing member 310 provides the “means for elastically mounting said cover to said bracket,” as recited by Claim 29.

In addition to the embodiment of the present invention shown in FIGs. 3 and 4, the paragraph beginning at page 8, line 15 also clearly describes alternate means for elastically mounting the cover to the bracket. For example, page 8, lines 20-22 provide that “a biasing member can be interposed between cover 302 and bracket 304, and engagement between the two maintained by applying retaining caps to the ends of posts 402 after their insertion through apertures 312.”

Further, the drawings clearly depict the structure that elastically mounts the cover to the bracket. For example, Figs. 3 and 4 clearly depict the flat spring that is received within a channel attached to the back of the cover.

For the foregoing reasons, Applicant requests reconsideration and withdrawal of the rejection under 35 U.S.C. §112 of Claims 29-32.

Should the Examiner maintain the rejection under 35 U.S.C. §112, Applicant respectfully requests that the Examiner clearly set forth the legal standard that the Examiner is applying in the definiteness rejection and how that standard is being applied to Applicant's specification. At a minimum, clear statements in this regard are required to sustain a rejection and to give Applicant a fair opportunity to respond to the rejection.

Claim 34:

The Examiner writes: "In Claim 34, line 2, the phrase "said computer" does not have a proper antecedent basis."

Claim 34 is amended herein to recite "said computer housing." Antecedent basis for "said computer housing" can be found in the preamble of Claim 34. Therefore, Applicant requests reconsideration and withdrawal of the rejection under 35 U.S.C. §112 of Claim 34.

Rejections Under 35 U.S.C. § 102 (Moore et al. reference)

Claims 1-3, 8, 13, 15-17, 21, 23, and 29-34 are rejected under 35 U.S.C. § 102 (b) as being anticipated by Moore et al. (USPN 5,683,030).

Applicant respectfully traverses.

The standard for anticipation is set forth in M.P.E.P. § 2131 as follows:

"A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). "The identical invention must be shown in as complete detail as is contained in the ... claim." *Richardson v. Suzuki Motor Co.*, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989).

Claim 1:

With respect to Claim 1, the Examiner writes:

Moore (figures 1-5B) teaches of a door (see bottom system as depicted in fig. 1) comprising: a bracket (30) having a first portion (bottom of 30) and a second portion (above the bottom and below opening 31), the first portion adapted to facilitate pivotal engagement with a housing (20) via hinge (37) [it is noted that the housing may be viewed as a "computer housing" in the sense that a

computer may be situated within the prior art housing in as much as the “computer housing” is not positively being claimed in combination with the door] whereby the bracket can pivot about an axis; and a cover (40) elastically mounted to the second portion of the bracket via tape (42), whereby the cover is supported by the bracket.

As previously amended, Claim 1 recites:

1. A door for an opening in a computer housing, said door comprising:
a bracket having a first portion and a second portion, said first portion adapted to facilitate pivotal engagement with said computer housing, whereby said bracket can pivot about an axis; and
a cover **elastically mounted** to said second portion of said bracket, whereby said cover is supported by said bracket. (emphasis added)

Moore et al. do not teach “a cover elastically mounted to said second portion of said bracket,” as recited by Claim 1. Instead, Moore et al. teach a cover 40 mounted to bracket 30 via a piece of tape 42. Applicant respectfully asserts that tape 42 in no way provides an elastic mount of cover 40 to bracket 30. The term elastic implies that an item when deformed (e.g., stretched) tend toward its original state. In this regard, tape 42 does not provide elastic connection of cover 40 to bracket 30 because it does not attempt return to its original shape. In other words, no restoring force is exerted on door 40 by tape 42. Rather, tape 42 only enables a flexible connection “to provide the second door 40 with swinging movement between a first closed position and a second open position...” (col. 3, lines 23-25).

Therefore, because Moore et al. do not teach all of the limitations of Claim 1, Moore et al. do not anticipate Claim 1. Claims 2-3, 8, 13, 15, 21, and 23 each depend either directly or indirectly from Claim 1, and are therefore distinguished from the cited prior art for at least the reason provided above with respect to Claim 1.

Claim 2:

With respect to Claim 2, the Examiner writes that “the cover includes a back surface (note figs. 5A-5B for an example - the surface referenced as “40”) and the bracket is elastically covered to the surface.”

Claim 2 recites (in part) “said cover includes a back surface; and said bracket is elastically coupled to said back surface.” Moore et al. do not teach such a connection, but rather that bracket 30 is coupled to the front surface of cover 40 via tape 42.

Therefore, because Moore et al. do not teach all the limitations of Claim 2 (or Claim 1 from which Claim 2 depends), Moore et al. do not anticipate Claim 2.

Claim 3:

With respect to Claim 3, the Examiner writes that “the door further compris[es] a biasing member (viewed as magnets 50 - magnetic attraction between the cover and bracket) disposed to urge the cover against the bracket.”

Claim 3 includes the limitations of both of Claims 1 and 2, and therefore distinguishes over the cited reference for at least the same reasons provided above with respect to Claims 1 and 2.

Furthermore, while magnets do provide an attractive force between one another, the function of the magnets 50 is only to latch the cover 40 in a closed position, and not to “urge said cover against said bracket,” as recited by Claim 3. Indeed, as shown in Fig. 5B, magnets 50 protrude from the facing surfaces of doors 30 and 40, such that doors 30 and 40 would not even be in contact when magnets 50 are in direct contact with one another. Thus, the cited reference does not disclose a biasing member, but rather a mere fastener.

Because Moore et al. do not teach all the limitations of Claim 3, Moore et al. do not anticipate Claim 3.

Claim 8:

With respect to Claim 8, the Examiner writes that “the cover includes an alignment feature (viewed as hook member 50) and the bracket includes a complementary alignment feature (viewed as loop member 50) wherein the alignment features moveable engage one another (fig. 5B to fig. 5A).

Claim 8 includes the limitations of Claim 1, and therefore distinguishes over the cited reference for at least the same reason provided above with respect to Claim 1.

Furthermore, Applicant respectfully asserts that the hook and loop fastening materials disclosed by Moore et al. are not an alignment feature and a complimentary alignment feature, as

recited in Claim 8. Particularly, the hook material of Moore et al. must be properly aligned with the loop material for the hooks and loops to properly engage one another, and thereby retain the cover 40 against the bracket 30. However, the hook and loop materials disclosed by Moore et al, do not provide any alignment function whatsoever.

Furthermore, the hook and loop fastening materials are not “moveably engaging one another,” as recited in Claim 8. Although hook and loop fastening materials can be engaged and disengaged, when they are engaged there is no relative movement between them. Indeed, the primary purpose of hook and loop fastening material is to prevent relative movement between the objects to which they are attached. For example, hook and loop fastening material is used to secure pockets in a closed position, to secure windows and doors of tents, and so on.

In contrast, the alignment feature and complimentary alignment feature of the present invention moveably engage one another by allowing movement in one direction and maintaining alignment in another direction, while they are engaged with one another. For example, see Page 8, Lines 3-7 of Applicant’s specification which provides:

Each of posts 402 is disposed in a corresponding one of apertures 312 to align cover 302 with bracket 304. Apertures 312 restrain the lateral movement of posts 402, but allow post 402 to move freely into and out of apertures 312. Posts 402 are long enough so that posts 402 will not disengage apertures 312 as biasing member 310 allows forward travel of cover 302 with respect to bracket 304.

Therefore, because Moore et al. do not teach all the limitations of Claim 8, Moore et al. do not anticipate Claim 8.

Claim 13:

With respect to Claim 13, the Examiner writes “the cover may include a beveled edge (such as the beveled edge of cover (40) as depicted in fig. 4).”

Applicant respectfully asserts that fig. 4 does not show a beveled edge around cover 40. Rather, as shown in Figs. 5A-5B of Moore et al., the cover 40 fits over the top of the opening in bracket 30 and has a square edge.

Therefore, because Moore et al. do not teach all the limitations of Claim 13 (or Claim 1 from which Claim 13 depends), Moore et al. do not anticipate Claim 13.

Claim 15:

With respect to Claim 15, the Examiner writes that “the bracket is shaped such that the axis will be disposed adjacent the opening of a housing (see figs. 4 & 5A for an example).” Because Claim 15 depends directly from Claim 1, Claim 15 is distinguished from the cited prior art for at least the reasons given above with respect to Claim 1.

Claims 16-17:

With respect to Claim 16, the Examiner writes that “the cover may include a beveled edge (such as the beveled edge of cover (40) as depicted in fig. 4).” As previously amended Claim 16 recites:

16. A door for an opening in a computer housing, said door comprising:
 - a bracket adapted to facilitate pivotal engagement with said computer housing about an axis, said bracket including at least one hinge member **extending downwardly and forwardly toward said axis**, said bracket being shaped such that said axis will be disposed adjacent said opening in said housing; and
 - a cover **elastically mounted** to said bracket, said cover including a **beveled edge**.
(emphasis added)

As stated above with respect to Claims 1 and 13, Moore et al. do not disclose a cover elastically mounted to a bracket, nor do they disclose a cover including a beveled edge. Further, Applicant respectfully asserts that the bracket taught by Moore et al. does not include “at least one hinge member extending downwardly and forwardly toward said axis,” as recited by Claim 16. Please note that “said axis” is the axis about which the bracket (door 30) pivots Claim 17 depends directly from Claim 16 and therefore includes all the limitations of Claim 16.

Therefore, because Moore et al. do not teach all the limitations of Claims 16-17, Moore et al. do not anticipate Claims 16-17.

Claims 21 and 23:

With respect to Claims 21 and 23, the Examiner writes that “the bracket and cover form an assembly and the assembly includes a smooth rear surface (such that the lower surface of (30)) which is capable of abutting devices that may move through the opening as best understood, wherein the assembly is substantially free of any member projecting rearward of the rear surface.”

Claims 21 and 23 depend either directly or indirectly from Claim 1, and therefore distinguish over the cited reference for at least the same reason provided above with respect to Claim 1.

In addition, Claim 21 recites (in part) “said assembly includes a **substantially smooth rear surface for slidably abutting devices moving through said opening** in said housing.” Note that door 40 is larger than opening 31. Thus, even when door 40 is in a closed position, there is a recess (opening 31) formed in the rear surface of the assembly (doors 30 and 40). Any devices sliding over the rear surface of the assembly could catch on the edge of this recess. For example, a device sliding out could catch on the top edge of opening 31, and a device sliding in could catch on the bottom edge of opening 31. Moore et al. simply does not disclose an assembly that “includes a substantially smooth rear surface for slidably abutting devices moving through said opening in said housing,” as recited in Claim 21.

Claim 23 depends from Claim 21 and distinguished from the cited prior art for at least the same reason.

Therefore, because Moore et al. do not teach all the limitations of Claims 21 and 23, Moore et al. do not anticipate Claims 21 and 23.

Claims 29-32:

With respect to Claims 29-32, the Examiner writes:

The bracket and cover are previously established; the means for elastically mounting the cover to the bracket is viewed as the tape (42). The means for biasing the cover against the bracket was previously established. The means for loosely aligning the cover with the bracket is the hook and loop fastener (50). The means for pivotally connecting the bracket to a housing is (37).

Claim 29 recites “means for elastically mounting said cover to said bracket,” and therefore must be interpreted according to the provisions of 35 U.S.C. § 112, paragraph 6. Applicant respectfully asserts that nothing in the cited reference can be fairly characterized as an equivalent to the means for elastically mounting a cover to a bracket as disclosed in Applicant’s specification. For example, Applicant’s specification discloses a cover elastically mounted to the bracket via a biasing member 310, which allows cover 302 to move slightly away from bracket 304 responsive to an external force, and urges cover 302 back into its original position when the

external force is relaxed. In contrast, the cited reference does not disclose a cover elastically mounted to a bracket, but rather a cover only taped to a bracket to facilitate swinging movement of the cover. Claims 30-32 depend directly from Claim 29, and are therefore distinguished from the cited prior art for at least the same reasons as Claim 29.

Therefore, because Moore et al. do not teach all the limitations of Claims 29-32, Moore et al. do not anticipate Claims 29-32.

Claims 33 and 34

With respect to Claims 33 and 34, the Examiner writes that “the pivoting axis of the bracket [is] spaced apart from the cover, while the cover is solely supported by the bracket.”

As written, each of Claims 33 and 34 include the limitation “a cover **elastically mounted** to said bracket.” Therefore, for the same reason given above with respect to Claim 1, Moore et al. do not anticipate either of independent Claims 33 and 34.

Rejections Under 35 U.S.C. § 102 (Edelman reference)

Claims 1-3, 8, 11, 13-18, 21-23, and 29-33 are rejected under 35 U.S.C. § 102 (b) as being anticipated by Edelman (USPN 4,533,165).

Applicant respectfully traverses.

Claim 1:

With respect to Claim 1, the Examiner writes:

Edelman (figures 1-5) teaches of a door (fig. 1) comprising: a bracket (14) having a first portion (right side portion of fig. 2) and a second portion (left side portion of fig. 2), the first portion adapted to facilitate pivotal engagement with said housing (12) via a hinge member (24) [it is noted that the housing may be viewed as a “computer housing” in the sense that a computer may be situated within the prior art housing in as much as the “computer housing” is not positively being claimed in combination with the door] whereby the bracket can pivot about an axis; and a cover (28) elastically mounted to the second portion of the bracket via a linked mechanism (note figs. 2-3), whereby the cover is supported by the bracket.

As stated above, Claim 1 includes the limitation “a cover **elastically mounted** to said second portion of said bracket” (emphasis added). Applicant asserts that Edelman does not teach

a cover elastically mounted to a bracket. Rather, the cover 28 of Edelman is pivotally connected to the bracket 14 by only a pin 64. This is described in Edelman at column 5, lines 23-25, which provide that “the lever 58 is pivotally connected to the door 14 by a mounting pin 14.” In case the Examiner is assuming that the coil springs 74 elastically mount handle 28 to the door 14, Applicant would like to point out that springs 74 only serve to bias link 56 (part of handle 28) against the front wall 68 of the handle 28 (see column 5, lines 36-42). Springs 74 in no way elastically couple the cover 28 with the bracket 14.

Therefore, because Edelman does not teach all the limitations of Claim 1, Edelman does not anticipate Claim 1. Claims 2-3, 8, 13-15, 21, and 23 depend either directly or indirectly from Claim 1, and are distinguished from the cited prior art for at least the same reasons.

Claim 2:

With respect to Claim 2, the Examiner writes that “the cover includes a back surface (the opposite surface as depicted in fig. 1) and the bracket is elastically covered to the surface.” Claim 2 includes the limitation “said bracket is elastically coupled to said back surface” of the cover. As stated above with respect to Claim 1, Edelman does not teach a cover elastically coupled to a bracket.

Therefore, because Edelman does not teach all the limitations of Claim 2 (or Claim 1 from which Claim 2 depends), Edelman does not anticipate Claim 2.

Claim 3:

With respect to Claim 3, the Examiner writes that the door further comprises “a biasing member viewed as member 38 - when the knob (40) of lock 36 is rotated, member 38 is biased to retain the cover against the bracket) disposed to urge the cover against the bracket.

Claim 3 includes the limitation “a biasing member **disposed to urge said cover against said bracket.**” Applicant asserts that the keeper pin 38 of the lock 36 merely retains (as pointed out by the Examiner) the handle 28 in a closed position, and in no way urges the handle 28 against the bracket 14. Indeed, in the view of Fig. 2, there is open space shown between the rear surface of handle 28 and door 14, even though keeper pin 38 is engaged.

Therefore, because Edelman does not teach every limitation of Claim 3, Edelman does not anticipate Claim 3.

Claims 8 and 11:

With respect to Claims 8 and 11, the Examiner writes:

As to claim 8, the cover includes an alignment feature (viewed as the lock cylinder) and the bracket includes a complementary alignment feature (viewed as the cylinder receiving aperture as depicted in fig. 2) wherein the alignment features moveably engage one another (fig. 2). As to claim 11, the alignment features include one post (the cylinder) and one post receiving aperture (the cylinder receiving aperture).

Claims 8 and 11 includes the limitation “said alignment feature and said complementary alignment feature moveably engage one another.” Applicant respectfully asserts that the lock cylinder of the handle 28 does not moveable engage the receiving aperture of the bracket 14. It appears in Fig. 2 that the aperture in the bracket 14 is enlarged beyond the size of the lock cylinder so that only the keeper pin 38 (characterized by the Examiner as a biasing member), and not the lock cylinder, will engage the perimeter of the aperture when the lock cylinder is inserted therethrough. Furthermore, the keeper pin 38 does not provide any alignment function, because handle 28 is not otherwise free to move (e.g., laterally) with respect to door 14.

Furthermore, Claims 8 and 11 also contain the limitation “a cover elastically mounted to said [second portion of said] bracket,” which is not taught by Edelman for at least the same reasons provided above with respect to Claim 1.

Therefore, because Edelman does not teach every limitation of either of Claims 8 and 11, Edelman does not anticipate Claims 8 and 11.

Claims 13-14

With respect to Claims 13 and 14, the Examiner writes:

As to claim 13, the cover includes a beveled edge (viewed as the beveled edge of element 54) in as much as the limitation is broadly recited. As to claim 14, the beveled edge can be self-aligned with a beveled seat (52) near an opening of the housing as best understood by the examiner.

Applicant respectfully asserts that element 54 is a pin, and does not have a “beveled edge,” as recited by Claim 13. The cylindrical body of pin 54 is designed to engage the U-shaped portion 52 of the hook 46, and therefore, pin 54 has no edge to bevel. Similarly, U-

shaped portion 52 is curvilinear to fit the round contour of pin 54, and thus does not form a “beveled seat of said opening,” as recited by Claim 14.

Applicant is aware that claim limitations must be given their broadest reasonable interpretation during prosecution. However, the claims must also be interpreted as they would be by one skilled in the relevant art. Applicant respectfully asserts that it is both unreasonable and inconsistent with common terminology of the art to interpret a “beveled edge” of a cover to read on the cylindrical wall of a hinge pin. Should the Examiner disagree, Applicant requests that some evidence supporting such an interpretation be made of record.

Because Edelman does not teach every limitation of Claims 13 and 14, Edelman does not anticipate Claims 13 and 14.

Claim 15:

With respect to Claim 15, the Examiner writes “the bracket is shaped such that the axis will be disposed adjacent the opening of a housing (fig. 2).” Because Claim 15 depends directly from Claim 1, Claim 15 is distinguished from the cited prior art for at least the reasons provided above with respect to Claim 1.

Claims 16-18:

With respect to Claims 16-18, the Examiner writes:

As to claim 16, the hinge member and beveled edge have [been] previously established. As to claims 17-18, the biasing member and alignment features were previously established.

As previously amended Claim 16 recites:

16. A door for an opening in a computer housing, said door comprising:
a bracket adapted to facilitate pivotal engagement with said computer housing about an axis, said bracket including at least one hinge member **extending downwardly and forwardly toward said axis**, said bracket being shaped such that said axis will be disposed adjacent said opening in said housing; and
a cover **elastically mounted** to said bracket, said cover including a **beveled edge**.
(emphasis added)

As stated above with respect to Claims 1 and 13, Edelman does not disclose a cover elastically mounted to a bracket, or a cover including a beveled edge. Further, Applicant respectfully asserts that the bracket taught by Edelman does not include “at least one hinge

member extending downwardly and forwardly toward said axis,” as recited by Claim 16. Rather, hinge 24 is closely mounted along the lateral edge of door 14.

Claims 17-18 depend directly and indirectly, respectively, from Claim 16, and therefore include all the limitations of Claim 16. Also, for the same reasons given above with respect to Claims 3 and 8 (biasing member and alignment features), Edelman does not teach all the limitations of Claims 17 and 18.

Therefore, because Edelman does not teach every limitation of Claims 16-18, Edelman does not anticipate Claims 16-18.

Claims 21-23:

With respect to Claims 21-23, the Examiner writes:

As to claim 21, the bracket and cover form an assembly as readily apparent to the examiner, and the assembly includes a substantially smooth rear surface (note element 18 for example in fig. 2). As to claims 22-23, at least a portion of the rear surface is arcuate, note the arcuate end portions of element (18), wherein the assembly is free of any member projecting rearward of the rear surface (see fig. 2).

Each of Claims 21- 23 include the limitation of a “cover elastically mounted to said [second portion of said] bracket.” Therefore, for the same reasons provided above with respect to Claim 1, Claims 21-23 are distinguished from the cited prior art.

Further, door 18 of Edelman does not have a “smooth rear surface” (Claims 21 and 22) and is not “free of any member projecting rearward” (Claim 23). Rather, door 18 includes a gasket 20, which, as shown in Figs. 4-5, projects substantially from the rear surface of door 84. It is clear from the figures of the cited reference that gasket 20 would interfere with any device sliding over the rear surface of door 14.

Because Edelman does not teach every limitation of Claims 21-23, Edelman does not anticipate Claims 21-23.

Claims 29-32:

With respect to Claims 29-32, the Examiner writes:

The recited limitations were previously established; ... As to claim 31, the means for loosely aligning the cover with the bracket is viewed as the locking cylinder and the aperture.

Claim 29 recites “means for elastically mounting said cover to said bracket,” and therefore must be interpreted according to the provisions of 35 U.S.C. § 112, paragraph 6. Examples of the means disclosed in Applicant’s specification are provided above with respect to the rejections under 35 U.S.C. § 112. Applicant respectfully asserts that nothing in the cited reference can be fairly characterized as an equivalent to the means for elastically mounting a cover to a bracket as disclosed in Applicant’s specification. For example, Applicant’s specification discloses a cover elastically mounted to the bracket via a biasing member 310, which allows cover 302 to move slightly away from bracket 304 responsive to an external force. In contrast, the cited reference does not disclose a cover elastically mounted to a bracket.

Claims 30-32 depend directly from Claim 29, and are therefore distinguished from the cited prior art for at least the same reasons provided with respect to Claim 29. Claims 29-32, when properly interpreted according to 35 U.S.C. § 112, Paragraph 6, do not read on the structure of the cited reference.

Claim 33:

With respect to Claim 33, the Examiner writes that “the pivoting axis of the bracket [is] spaced apart from the cover.”

Claim 33 includes the limitation “a cover **elastically mounted** to said bracket.” Therefore, for the same reason provided above with respect to Claim 1, Edelman does not anticipate Claim 33.

For the above reasons Applicant requests reconsideration and withdrawal of all the rejections under 35 U.S.C. § 102.

New Claims

New Claims 35-39 are added. Support for Claims 35 and 36 can be found in Applicant's original specification at least at page 5, lines 13-15 and in FIGs. 2A and 5A. Claims 35-39 each depend from Claim 1, and distinguish over the cited prior art for at least the same reasons provided above with respect to Claim 1. No new matter is added.

Allowable Subject Matter

Applicant appreciates the Examiner's indication that Claim 6 is allowed, and that Claims 4-5, 7, 9-10, 12, and 19-20 contain allowable subject matter.

Request For Constructive Assistance Under M.P.E.P. §707.07(j)

Applicant believes that this application discloses patentable subject matter, that the pending claims are directed to that subject matter, and that the pending claims distinguish over the prior art of record. However, Applicant also recognizes that the patentable subject matter of the present application is somewhat challenging to claim in a way that gives Applicant the scope of protection to which he is entitled, particularly in view of the broad interpretation of the Claims by the Examiner. Therefore, should the Examiner disagree that the pending claims are allowable, Applicant respectfully requests the constructive assistance of the Examiner, pursuant to M.P.E.P. § 707.07(j) which provides (in part):

When an application discloses patentable subject matter and it is apparent from the claims and applicant's arguments that the claims are intended to be directed to such patentable subject matter, but the claims in their present form cannot be allowed because of defects in form or omission of a limitation, the Examiner should not stop with a bare objection or rejection of the claims. The examiner's action should be constructive in nature and, when possible, should offer a definite suggestion for correction.



For the foregoing reasons, Applicant believes Claims 1-23, and 29-39 are in condition for allowance. Should the Examiner undertake any action other than allowance of Claims 1-23 and 29-39, or if the Examiner has any questions or suggestions for expediting the prosecution of this application, the Examiner is requested to contact Applicant's attorney at (269) 279-8820.

Respectfully submitted,

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MAR 15 2004

GROUP 3600

Date: 3/2/04

Larry E. Henneman, Jr.
Larry E. Henneman, Jr., Reg. No. 41,063
Attorney for Applicant
Henneman & Saunders
714 W. Michigan Ave.
Three Rivers, MI 49093

CERTIFICATE OF MAILING (37 CFR 1.8(A))

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Larry E. Henneman, Jr.
Larry E. Henneman, Jr.